

**AMENDMENT ONE TO  
GRANT AGREEMENT BETWEEN  
THE DEPARTMENT OF COMMERCE  
AND  
POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

This Amendment is made and entered into by and between the State of Florida, Department of Commerce (“Commerce”) and Polk County, a political subdivision of the State of Florida (“Grantee”). Commerce and the Grantee are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

**RECITALS**

**WHEREAS**, on **June 6, 2024**, Commerce and Grantee entered into Florida Defense Infrastructure Grant Agreement number **S0232** (the “Agreement”) wherein Grantee agreed to receive and use state funds for the Project as described in the Application;

**WHEREAS**, this Agreement is being amended to ensure compliance with all applicable laws, rules, and regulations; and

**WHEREAS**, the Parties wish to amend the Agreement as set forth herein.

**NOW THEREFORE**, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement, as follows:

1. Section 1., **PROJECT DESCRIPTION**, of Attachment 1, **Scope of Work**, is hereby deleted in its entirety and replaced with the following:

1. **PROJECT DESCRIPTION:** Section 288.980(5), Florida Statutes (“F.S.”), established the Florida Defense Infrastructure Grant Program (the “Program”) to support local infrastructure projects deemed to have a positive impact on the military value of installations within the state. Funds provided pursuant to this Agreement must be used to support the state or local community and the military installation. Projects that relate to encroachment, construction, transportation and access, utilities, communications, housing, environment, and security are eligible to receive funding under this program. The Grantee must represent a local government with a military installation or installations that could be adversely affected by federal actions. The State Fiscal Year 2023-2024 funding for the grant is provided by the 2023 General Appropriations Act in line-item number 2362, Grants and Aids to Local Governments and Non-state Entities-Fixed Capital Outlay Space, Defense, and Rural Infrastructure.

Polk County (“County”) is home to Avon Park Air Force Range (“APAFR”). The County has been awarded \$500,000.00, to purchase a conservation easement(s) or full fee acquisition(s) from landowners willing to sell near APAFR’s boundary. The County will utilize the funding under this program Agreement to match funds awarded by the U.S. Department of Defense’s Readiness and Environmental Protection Integration (“REPI”) Program. Limiting development on this property will protect wetlands that support sustainable water resources for South Florida’s agricultural operations and urban populations, support key wildlife conservation corridors to nearby protected lands, provide an economic benefit by supporting outdoor recreation and agricultural production while keeping properties on tax rolls. The Project addresses compatibility issues including the APAFR’s three-mile buffer zone around the perimeter as well as portions of low-level flying training areas and areas where night vision training is conducted.

2. Section 2.a., **GRANTEE’S RESPONSIBILITIES**, of Attachment 1, **Scope of Work**, is hereby deleted in its entirety and replaced with the following:

a. **PERMITS, APPROVALS, AND ACQUISITION STANDARDS:**

- 1) Identify and secure land through a conservation easement(s) or full fee acquisition(s) from landowners. Grantee shall provide to Commerce, copies of the signed agreements from the landowner(s) stating their intent to sell; copies of all required property permits, surveys, environmental assessments, negotiations and appraisals; development and conservation rights, and closing documents showing transfer of property to Grantee.

3. Section 3., **DELIVERABLES**, of Attachment 1, **Scope of Work**, is hereby deleted in its entirety and replaced with the following:

<b>Deliverable No. 1: Permits, Approvals, and Acquisition Standards</b>		
<b>Tasks</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>
Grantee shall secure land via conservation easement(s) or full fee acquisition(s) from landowners, as detailed in Section 2.a of this Scope of Work on or before June 30, 2026.	<p>Grantee may request reimbursement upon the completion of the purchase of a restrictive use easement(s) or full fee acquisition(s) from landowners as detailed in Section 2.a, as evidenced by a submission of the following:</p> <ol style="list-style-type: none"> <li>1) Copies of the signed intent to sell agreements;</li> <li>2) Copies of all required property permits, surveys, negotiations, environmental assessments, and appraisals;</li> <li>3) Copies of development and conservation rights;</li> <li>4) Copies of closing documentation showing transfer of property to Grantee; and</li> <li>5) Quarterly invoice package and travel documentation as defined in Section 5 of this Scope of Work.</li> </ol>	Failure to meet the Minimum Level of Service shall result in non-payment of this task.
DELIVERABLE NOT TO EXCEED: \$500,000.00		
<b>TOTAL AMOUNT NOT TO EXCEED: \$500,000.00</b>		

4. All other terms and conditions of the Agreement remain in full force and effect.

***- Remainder of Page Intentionally Left Blank -***

IN WITNESS WHEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement # **S0232** as amended. The Effective Date of this Amendment is on the date the last Party signs this Amendment.

**DEPARTMENT OF COMMERCE**

**POLK COUNTY**

By \_\_\_\_\_  
Signature  
\_\_\_\_\_  
**J. Alex Kelly**  
Title **Secretary**  
\_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Signature  
\_\_\_\_\_  
**Rick Wilson**  
Title **Chairman**  
\_\_\_\_\_  
Date \_\_\_\_\_

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL  
DEPARTMENT OF COMMERCE

By: \_\_\_\_\_

Approved Date: \_\_\_\_\_